



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

CNC

Introduction

This hearing was convened in response to an application by the tenant for an Order setting aside a 1 Month Notice to End this tenancy for cause. The tenant and the named respondent, a representative of the landlord entity, both participated in the conference call hearing.

The landlord submitted document evidence as well as digital evidence in the format of files in a DVD (disc). The tenant acknowledged they were able to review all of the landlord's evidence during the hearing. I was able to view the landlord's digital files and have considered them in my deliberations.

The tenant did not submit documentary evidence to the Residential Tenancy Branch. Both parties provided their testimony. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

Issue to be Decided

Should the notice to end tenancy be set aside?

Background and Evidence

The tenancy in question is one which at the time of the hearing was approximately 2 months in duration. The parties agreed that the living accommodations of this matter are provided by the landlord as supportive housing. The parties discussed and the landlord testified that for conduct breaches of a minor nature tenants will receive warning letters with a view to mitigating the impact on the larger resident community and to preserving one's tenancy. The tenant testified that it was known to the landlord at the outset of the tenancy they have "severe anger issues and depression". The tenant described that as a result they may act out due to their issues and seek the landlord's tolerance. The landlord's response was that, unlike minor breaches, certain

behaviours will trigger their due diligence in respect to the other tenants, to which they also have a duty of care.

The parties agreed that on April 21, 2017 the landlord served on the tenant a 1 month Notice to End tenancy for cause (the "Notice"). The Notice alleges that the tenant has *significantly interfered with or unreasonably disturbed another occupant or the landlord, and, has seriously jeopardized the health or safety or lawful right of another occupant or the landlord.*

The landlord testified that on April 15, 2017 the tenant assaulted another occupant of the residential property. Police were called and attended and the other occupant did not wish to press charges. The tenant was seen on camera coming out of their room with a club-like object running at the other occupant and hitting them. The tenant did not dispute the landlord's evidence that the other occupant dropped to the ground and the tenant continued to hit them. The landlord determined to deal with the matter by speaking with the tenant and arranging for a warning letter and a more formal process to address what occurred and expectations moving forward. However, prior to the intended resolve to the above assault incident the tenant again assaulted another occupant 5 days later. Again, the tenant did not dispute the occurrence. Again, the landlord provided digital evidence of the tenant seen on camera approaching the other occupant striking them by repeatedly punching their face. The landlord immediately sought to end the tenancy via the Notice to End. The tenant acknowledged they understood the landlord's position regarding violence toward other occupants but that they should be more tolerant of such incidents in recognition they are supportive housing for a population with mental health issues. The landlord testified they can tolerate minor breaches and less serious incidents could not compromise on matters of violent assault as the consequences could be dire. As a result the landlord seeks for the tenancy to end.

Analysis

The landlord bears the burden of proving on the balance of probabilities that they have grounds to end the tenancy.

In this matter the evidence of the tenant and the landlord do not conflict. I am troubled by the tenant's actions of April 15 and April 20, 2017, regardless of their mental health challenges. I find on the balance of probabilities that by assaulting other occupants in the hallway with an object or their person the tenant has unreasonably disturbed other occupants of the building, as well as the landlord and, seriously jeopardized the safety or lawful right of another occupant or the landlord.

I find that the landlord has established grounds to end this tenancy and for that reason, I decline to set aside the Notice. Effectively the tenant's application is **dismissed**.

I find the landlord's Notice to End complies with the form and content required by Section 52 of the act and is valid. Section 55(1) of the Act states that if I dismiss the tenant's application or uphold the landlord's Notice to End I must grant the landlord an Order of Possession. As the effective date of the Notice has already passed, I find it appropriate to Order that the tenancy end upon the tenant being served with an Order of Possession.

I grant an Order of Possession to the landlord effective 2 days from the day it is served on the tenant. The tenant must be served with this Order of Possession. Should the tenant fail to comply with the Order, the Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

Conclusion

The tenant's claim is dismissed.

The landlord is given an Order of Possession.

This Decision is final and binding.

This Decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Residential Tenancy Act.

Dated: June 06, 2017

Residential Tenancy Branch